

CONDITII GENERALE PRIVIND FURNIZAREA SERVICIILOR POSTALE

CARGUS SRL (denumita in continuare "**Furnizor**" sau "**CARGUS**"), persoana juridica romana, cu sediul social in Bucuresti, Str. 11 Iunie nr. 14, sector 4, Romania, inregistrata la Oficiul Registrului Comertului sub nr. J40/4892/2022, CUI RO3541906, tel: +4021/9330000, cont bancar nr. RO61OTPV23000M175135RO01, deschis la OTP Bank si cont bancar nr. RO58RNCB0081104613950001, deschis la BCR, reprezentata prin Doamna Belgin Bactali si Domnul Adrian Pali, administratori, in calitate de Furnizor de Servicii Postale, aduce la cunostinta urmatoarele "**Conditii Generale Privind Furnizarea Serviciilor Postale**", conditii care privesc urmatoarele aspecte:

1. Prin activitatea pe care o desfasoara, Furnizorul ofera și prestează Beneficiarilor sai servicii postale avand ca obiect trimiteri postale interne si internationale, incluse in sfera serviciului universal, precum si neincluse in sfera serviciului universal.

2. Conditile in care CARGUS furnizeaza servicii postale Beneficiarilor sai sunt urmatoarele:

- ✓ In urma comenzii efectuate telefonic sau prin intocmirea formularului de comanda (online, la punctul de acces etc), Furnizorul se va prezenta in intervalul orar indicat de catre Beneficiar si la adresa indicata de catre Beneficiar (Expeditor/Integrator) si va prelua de la acesta trimerile postale care urmeaza a fi livrate in conformitate cu serviciul ales de catre Beneficiar (Expeditor/Integrator).
- ✓ Furnizorul va prelua trimerile postale in baza unor documente de transport (note de transport "NT" pretiparite, documente de transport generate de aplicatiile e-Commerce si care vor putea fi folosite exclusiv in acest scop), documente care atesta faptul ca acea trimitere postala a fost preluata de catre Furnizor.
- ✓ Expeditorul raspunde de datele pe care le furnizeaza Furnizorului in vederea completarii documentului de transport.

GENERAL CONDITIONS FOR THE PROVISION OF POSTAL SERVICES

CARGUS SRL (hereinafter referred to as "**Provider**" or "**CARGUS**"), Romanian legal person, with registered office in Bucharest, 11 June Street no. 14, 4th district, Romania, registered at the Trade Registry Office under no. J40/4892/2022, sole registration no. RO3541906, tel: +4021/9330000, bank account no. RO61OTPV23000M175135RO01, opened at OTP Bank and bank account no. RO58RNCB0081104613950001, opened at BCR, represented by Mrs. Belgin Bactali and Mr. Adrian Pali, acting as Directors, in the capacity of Postal Services Provider, informs about the following "**General Conditions for the Provision of Postal Services**", conditions concerning the following aspects:

1. Through the activity it develops, the Provider offers and provides to its Beneficiaries postal services having as object domestic and international postal shipments, both included in the sphere of universal service and not included in the sphere of universal service.

2. The conditions under which CARGUS provides postal services to its Beneficiaries are the following:

- ✓ Following the order placed by telephone or by filing the order form (online, at the access point, etc.), the Provider will be present within the time indicated by the Beneficiary (Sender/Integrator) and at the address indicated by the Beneficiary and will collect from it the postal consignment to be delivered in accordance with the service chosen by the Beneficiary (Sender/Integrator).
- ✓ The Provider will collect the postal consignments based on certain transport documents (Pre-printed "NT" Transport Notes, transport documents generated by e-Commerce applications and which can be used exclusively for this purpose), documents attesting that the postal shipment was collected by the Provider.
- ✓ The Consignor is responsible for the data it provides to the Provider in order to fill in the transport document.

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| <p>✓ Furnizorul accepta trimerile postale prezentate de ✓
catre Expeditor, ambalate corespunzator bunului
care face obiectul trimiterii postale, cu un invelis
exterior opac care sa nu permita vizualizarea
continutului, de exemplu, in cutii din carton, metal,
lemn, plastic, etc.</p> <p>✓ Trimerile postale care contin bunuri fragile vor ✓
trebui ambalate corespunzator de catre Expeditor,
utilizand ca umplutura talas, polistiren antisoc sau
alt material care atenuaza socul mecanic (de
exemplu, folie cu bule) si sa aiba aplicata
inscriptia/eticheta „Fragil”.</p> <p>✓ Informatii detaliate si recomandari/instructiuni cu ✓
privire la ambalarea trimiterilor postale sunt
disponibile pe site-ul CARGUS, aici:
https://www.cargus.ro/wp-content/uploads/CG-
modalitati-de-ambalare-si-restrictii-la-
transport.pdf.</p> <p>✓ Furnizorul se obliga sa recunoasca si sa respecte ✓
inscriptiile/etichetele aplicate de Expeditor si sa
acorde o atentie speciala in manipularea si
depozitarea trimiterilor postale in cauza (de
exemplu, fragil).</p> <p>✓ Furnizorul nu este responsabil pentru eventualele ✓
alterari ale trimiterii postale prin mijloace sau din
cauze electromagnetice (de exemplu,
demagnetizare, scanare cu raze X in cadrul
procedurilor de securitate/vamale, etc).</p> <p>✓ Furnizorul nu accepta urmatoarele trimiteri ✓
postale (trimiteri postale excluse de la colectare):
- Trimeri postale al caror ambalaj prezinta
inscriptii care contravin ordinii publice sau
bunelor moravuri, precum si trimiteri postale
constand in bunuri care contravin ordinii
publice sau bunelor moravuri, daca se depun
neambalate sau in ambalaj transparent;</p> | <p>The Provider accepts the postal consignments
submitted by the Consignor, properly packaged
given the item it contains, with an opaque outer
wrapping that does not allow the viewing of the
contents, for example, in cardboard, metal, wood,
plastic boxes, etc.</p> <p>Postal consignments containing fragile goods must
be properly packaged by the Consignor, using a
filling of wood chips, antishock polystyrene or
other material that alleviates the mechanical
shock (for example, bubble wrap) and must bear
the inscription / label "Fragile".</p> <p>Detailed information and recommendations /
instructions on the packaging of postal
consignments are available on the CARGUS
website, here https://www.cargus.ro/wp-
content/uploads/CG-modalitati-de-ambalare-si-
restrictii-la-transport.pdf.</p> <p>The Provider undertakes to recognize and comply
with the inscriptions / labels applied by the
Consignor and to pay special attention in the
handling and storage of the postal consignments
thereto (for example, fragile).</p> <p>The Provider is not responsible for any alterations
of the postal consignments by electromagnetic
means or reasons (for example, demagnetization,
X-ray scanning in security / customs procedures,
etc.).</p> <p>The Provider does not accept the following postal
consignments (postal consignments excluded
from pick-up):
- Postal consignments with packaging that
shows inscriptions contrary to public policy or
good morals, as well as postal consignments
consisting of goods contrary to public policy or
good morals, if they are submitted unpackaged
or in transparent packaging;</p> |
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- Trimiteri postale care cuprind bunurile al caror transport este interzis prin dispozitii legale, fie chiar si pe o portiune de parcurs (de exemplu, dar fara a se limita la acestea: substante explozive, toxice, inflamabile, psihotrope, droguri, arme sau parti ale acestora, munitii, etc); Lista detaliata a acestor bunuri se gaseste aici <https://www.cargus.ro/wp-content/uploads/CG-modalitati-de-ambalare-si-restrictii-la-transport.pdf>.
 - Trimiteri postale care cuprind bunuri care, prin dispozitii legale administrative, economice, sanitare, veterinare, fitosanitare si altele similare, impun detinerea de catre CARGUS a unor avize sau autorizatii speciale.
- ✓ Expeditorul are obligatia de a nu introduce in reseaua postala trimiteri postale al caror obiect este interzis prin dispozitiile legale fie chiar si numai pe o portiune din parcurs. Expeditorul raspunde de pagubele care pot fi pricinuite Furnizorului ca urmare a introducerii in reseaua postala a unei trimiteri postale depuse inchise care contine bunuri (produse, materiale sau valori) interzise de lege.
 - ✓ Furnizorul nu este raspunzator de continutul trimiterii postale colectata inchisa.
 - ✓ Furnizorul poate refuza predarea catre destinatar in urmatoarele cazuri:
 - cand, dupa preluarea trimiterii postale, rezulta in mod neindoielnic ca aceasta contine bunuri interzise la transport sau care nu respecta conditiile speciale de transport stabilite conform legislatiei in domeniu, respectiv legislatia statelor pe teritoriul carora urmeaza a se realiza livrarea ori a statelor care urmeaza a fi tranzitate;
 - cand, dupa preluarea trimiterii postale, aceasta a produs sau poate produce iminent pagube persoanelor, mediului, instalatiilor utilizate sau altor trimiteri postale; in acest
- Postal consignments comprising goods whose transportation is prohibited by legal provisions, even for a part of the route (for example, but not limited to: explosive, toxic, flammable, psychotropic substances, drugs, weapons or parts thereof, ammunition, etc.) can not be subject to a postal consignment; The detailed list of these goods can be found here <https://www.cargus.ro/wp-content/uploads/CG-modalitati-de-ambalare-si-restrictii-la-transport.pdf>.
 - Postal consignments which comprise goods that, by the effect of administrative, economic, health, veterinary, plant protection legal provisions and other similar legal provisions, impose the holding by CARGUS of special approvals or authorizations.
- ✓ The Consignor has the obligation not to introduce into the postal network postal consignments containing objects that are prohibited by legal provisions, even for only a part of the route. The Consignor is responsible for the damages that may be caused to the Provider as a result of the introduction into the postal network by a closed postal consignment goods (products, materials or values) prohibited by law.
 - ✓ The Provider is not responsible for the content of the postal consignment picked-up closed.
 - ✓ The Provider can refuse handover to the Consignee in the following cases:
 - when, after collecting the postal consignment, it is undoubted that it contains goods prohibited for transport or which do not comply with the special transport conditions established according to the applicable legislation, namely the legislation of the states where the delivery is to be made or of the states to be transited;
 - when, after collecting the postal consignment, such has caused or may imminently cause damage to persons, to the environment, to the installations used or to

caz, Furnizorul poate distruge trimiterea postala cu respectarea legislatiei aplicabile si, atunci cand este posibil, cu informarea expeditorului, contractul incetand de drept. Sarcina probei ii revine Furnizorului;

other postal consignments; in this case, the Provider can destroy the postal consignment in compliance with the applicable legislation and, if possible, to inform the Consignor, the contract being terminated by law. The burden of proof lies with the Provider;

- ✓ Numarul (minim/maxim) de trimiteri postale care pot fi preluate de Furnizor (printr-o singura comanda): minim 1 (una) trimitere postala - maxim nelimitat (neexistand nicio restrictie ca numar), cu exceptia serviciilor de publicitate prin posta in cazul carora numarul minim de trimiteri este de 500 (cincisute).
 - ✓ Furnizorul va efectua 2 (doua) incercari gratuite de livrare a trimiterii postale, in zile consecutive lucratoare.
 - ✓ La livrarea trimiterii postale, Furnizorul impreuna cu destinatarul pot mentiona, daca destinatarul va alege acest lucru la momentul livrarii, in cadrul Notei de Transport sau pe procesul verbal de constatare, eventuale mentiuni cu privire la neconformitati ale trimiterii postale (deformari ale ambalajului, zgarieturi, distrugerii partiale/totale ale trimiterii postale, etc), insa absenta unei asemenea consemnari in acest sens nu va aduce atingere in niciun caz dreptului utilizatorului de a introduce reclamatie in termenul legal si, respectiv, de a-i fi solutionata favorabil reclamația de catre Furnizor.
 - ✓ Furnizorul va preda trimiterea postala destinatarului/persoanei autorizate sa primeasca trimiterea postala numai in masura in care acesta va semna pentru primirea trimiterii postale fizic, pe documentul pus la dispozitie de care Furnizor (NT, borderou de livrare) sau electronic sau va confirma PIN-ul receptionat prin sms exceptie facand trimiterile postale care fac obiectul serviciului Confirmare de primire, in cazul in care sunt aplicabile prevederile legale in materie. Aplicarea semnaturii ori cunoasterea codului PIN de către destinatar/persoana autorizată nu exclude însă obligația acestuia/acesteia de a-și dovedi identitatea printr-un document
- ✓ The number (minimum / maximum) of postal consignments that can be collected by the Provider (through a single order): minimum 1 (one) postal consignment - unlimited maximum (there are no restrictions in number), except for postal advertising services where the minimum number of items is 500 (five hundred).
 - ✓ The Provider will perform 2 (two) free attempts to deliver the postal consignment, on consecutive working days.
 - ✓ Upon delivery of the postal consignment, the Provider together with the consignee can mention, if the Consignee chooses so at the time of delivery, within the Transport Note or on the record of findings, possible observations of non-conformities of the postal consignment (packaging distortions, scratches, partial / total destruction of the postal consignment, etc.), but the absence of such a record in this respect will not prejudice in any way the user's right to submit a complaint within the legal term and, respectively, the favorable settlement of his complaint by the Provider.
 - ✓ The Provider will hand over the postal consignment to the recipient / authorized person to receive the postal item only insofar as it will sign for the receipt of the postal item physically, on the document provided by the Supplier (NT, delivery note) or electronically or will confirm the PIN received by sms except for postal consignments that are subject of the Confirmation of receipt service, if the relevant legal provisions are applicable. Applying the signature or the knowledge of the PIN by the consignee/authorized person, does not exclude his/her obligation to prove the identity by a relevant document. However, if the consignee/authorized person does

corespunzător. Dacă însă destinatarul/persoana autorizată nu cunoaște codul PIN, nu îl are sau refuză să îl furnizeze personalului furnizorului, trimiterea poștală va fi livrată în măsura în care destinatarul/ persoana autorizată prezintă un act de identitate, inclusiv în scopul colectării anumitor informații de către personalul furnizorului în vederea predării trimiterii poștale. Predare trimiterilor poștale având ca obiect și comunicarea codului PIN nu este aplicabilă trimiterilor poștale care fac obiectul serviciilor Confirmare de primire, Contra Ramburs.

not know the PIN, does not have it or refuses to provide it to the provider's personnel, the postal consignment shall be delivered to the extent to which the consignee/authorized person presents an identity act, inclusively for the purpose of the collection of certain information by the provider's personnel for the delivery of the postal consignment. The delivery of the postal consignments having as object also the communication of the PIN code is not applicable to the postal consignments which are subject to the services Confirmation of receipt and Cash on Delivery.

- ✓ Documentele cuprinzand semnaturile de primire (in original sau, dupa caz, electronic) si/sau informatiile aferente confirmarii livrării prin PIN primit prin sms si/sau email se vor pastra timp de 9 (noua) luni. Furnizorul nu livreaza trimiteri postale la cutia postala. ✓ The documents containing the signatures of receipt (in original, or, as the case may be, electronically) and / or the information related to the confirmation of delivery by PIN received by sms and / or email will be kept for 9 (nine) months. The Provider does not deliver postal consignment to the mailbox.
- ✓ Furnizorul va informa Beneficiarul prin orice mijloc de comunicare (telefonic sau in scris, pe fax sau e-mail, prin sms sau prin platforma online pentru urmarirea coletelor), despre eventualele adrese incomplete/gresite care au fost inscrise pe trimiterea postala, pe ambalajul acesteia. ✓ The Provider will inform the Beneficiary, by any means of communication (telephone or in writing, via fax or e-mail, via sms or via the tracking site), of any incomplete / wrong addresses that were written on the postal consignment, on its packaging.
- ✓ Cu exceptia serviciului livrare speciala, in cazul imposibilitatii de predare a trimiterilor postale (cum ar fi, de exemplu lipsa destinatarului), Furnizorul va instiinta destinatarul printr-o informare (pe suport hârtie ori sms) care sa anunte sosirea trimiterii postale si despre urmatoarea incercare de livrare. ✓ Except for the special delivery service, in case of impossibility to deliver postal consignments (such as, for example, the absence of the consignee), the Provider will notify the consignee by means of an information (on paper or telephone text message) about the arrival of the postal consignment and about the next delivery attempt.
- ✓ Daca nici la a doua incercare de livrare trimiterea postala nu a putut fi predata, Furnizorul va aviza destinatarul si va pastra trimiterea postala la punctul de contact, in vederea predării catre destinatar, pentru o perioada de 5 (cinci) zile calendaristice de la data avizării destinatarului, perioada ce nu implica tarife suplimentare. Avizarea va interveni numai dupa a doua incercare de livrare nereusita. ✓ If the postal consignment could not be delivered after the second delivery attempt, the Provider will keep the postal consignment at the contact point, in order to be handed over to the consignee, for a period of 5 (five) calendar days from the date of when the consignee received the notice, storage that does not involve additional charges. The notification will occur only after the second failed delivery attempt.
- ✓ In cazul in care datele inscrise pe trimiterea postala de catre Expeditor sunt incorect completate sau ✓ If the data written on the postal consignment by the Consignor are incorrectly filled in or

sunt incomplete, fiind imposibila sau dificila identificarea destinatarului/persoanei autorizate sa primeasca trimiterea postala, Furnizorul isi declina responsabilitate pentru orice fel de intarzieri. Sarcina probei revine Furnizorului.

incomplete, making it impossible or difficult to identify the consignee / person authorized to receive the postal consignment, the Provider declines responsibility for any delays. The burden of proof lies with the Provider.

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| <p>✓ Furnizorul va pastra confidentialitatea datelor si informatiilor referitoare la Beneficiar, cu exceptia cazurilor prevăzute in mod expres de lege (de exemplu, urmare a solicitarii autoritatilor publice adresate conform legii etc.).</p> <p>✓ Furnizorul se va asigura ca lucratorii Beneficiarului care intra in contact cu lucratorii Furnizorului au primit instructiuni suficiente si adecvate referitoare la riscurile legate de securitate si sanatate in munca, precum si situatii de urgenta, pe durata derularii contractului, atunci când exista astfel de contracte intre parti, in conformitate cu prevederile Legii nr. 319/2006 si H.G. nr. 1425/2006 cu privire la Normele Metodologice de aplicare a legii in cauza.</p> <p>✓ In situatii de urgenta, ambele parti isi vor coordona actiunile in vederea eliminarii si lichidarii cauzelor, precum si asigurarea evacuării in siguranta a personalului expus.</p> <p>✓ Furnizarea serviciilor postale oferite de catre Furnizor este guvernata de legislatia in vigoare.</p> <p>✓ Moneda in care se poate face plata tarifului serviciului postal, respectiv colectarea si achitarea sumelor de bani in cazul serviciului Contra Ramburs este moneda nationala, "leu" (RON).</p> <p>✓ Valorile maxime admise de Furnizor pentru valoarea declarata si, respectiv, pentru ramburs, in cazul trimiterilor postale care fac obiectul unui serviciu de trimitere cu valoare declarata sau al serviciului Contra Ramburs sunt urmatoarele:</p> <p>○ 5.000,00 RON (pentru serviciul Contra Ramburs, avand ca destinatari persoane juridice).</p> | <p>✓ The Provider will maintain the confidentiality of data and information regarding the Beneficiary, except for the cases expressly provided by the law (for example, following requests of public authorities addressed in accordance with the law, etc.).</p> <p>✓ The Provider will ensure that the Beneficiary's workers who come into contact with the Provider's workers have received sufficient and adequate instructions regarding occupational safety and health risks, as well as emergency situations, during the execution of the agreement, when there are such contracts between parties, in accordance with the provisions of Law no. 319/2006 and G.D. no. 1425/2006 on the Methodological Norms for the application of the law in question.</p> <p>✓ In emergency situations, both parties will coordinate their actions in order to eliminate and liquidate the causes, as well as to ensure the safe evacuation of the exposed personnel.</p> <p>✓ The provision of postal services offered by the Provider is governed by the legislation in force.</p> <p>✓ The currency in which the tariff of the postal service can be paid, respectively the collection and payment of sums of money in the case of the Cash on Delivery service is the national currency, "leu" (RON).</p> <p>✓ The maximum values allowed by the Provider for the declared value and, respectively, for cash on delivery, in the case of postal consignments that are the subject of a declared value delivery service or of the Cash on Delivery service are the following:</p> <p>○ RON 5,000.00 (for the Cash on delivery service, having as consignees legal entities).</p> |
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| ○ | 10.000,00 RON (pentru serviciul Contra Ramburs, avand ca destinatari persoane fizice). | ○ | 10,000.00 RON (for the Cash on Delivery service, having as consignees natural persons). |
| ○ | 23.000,00 RON (pentru trimerile postale cu valoare declarata). | ○ | 23,000.00 RON (for postal items with declared value). |
| ✓ | Furnizorul practica tarife standard, precum si tarife negociate, stabilite prin contractele incheiate cu Beneficiarii sai. | ✓ | The Provider applies standard tariffs, as well as negotiated tariffs, established by agreements concluded with its Beneficiaries. |
| ✓ | Tariful serviciului se percepe/se plateste in RON, la greutatea taxabila a trimerilor postale respective, la cea mai mare dintre valoarea calculata dintre greutatea fizica (gravimetrica) si greutatea volumetrica. | ✓ | The service tariff is applied/ paid in RON, at the taxable weight of the respective postal consignments, to the largest of the real gravimetric weight (physical) of the shipment and the volumetric weight. |
| ✓ | Greutatea taxabila maxima admisa a unei trimiteri postale este de 31 kg. | ✓ | The maximum allowed taxable weight of a postal consignment is 31 kg. |
| ✓ | Lungimea maxima a unei laturi a coletului nu trebuie sa depaseasca 175 cm. | ✓ | The maximum length of one side of the shipment must not exceed 175 cm. |
| ✓ | Suma dimensiunilor (L+l+h) a coletului nu trebuie sa depaseasca 240 cm. | ✓ | The sum of the dimensions (L + l + h) of a shipment must not exceed 240 cm. |
| ✓ | Greutatea volumetrica se calculeaza dupa formula: lungime x latime x inaltime (masurate in centimetri) /6000. | ✓ | The volumetric weight is calculated according to the formula: length x width x height (measured in centimeters) / 6000. |
| ✓ | Plata tarifului serviciului postal se realizează la data emiterii facturilor si a contractarii serviciului postal, daca partile nu convin altfel prin intermediul unor contracte încheiate, în formă scrisă, în baza unor oferte individuale negociate. | ✓ | Payment of the tariff of the postal services is made at the date of the issuance of the invoices and of the contracting of the postal service, unless the parties agree otherwise by contracts concluded in written form, based on individual negotiated offers. |
| ✓ | Modalitatile de plata a tarifului serviciului postal sunt urmatoarele: numerar sau plata efectuata prin mijloace bancare general acceptate (virament bancar si card). | ✓ | The payment methods of the postal service tariff are the following: cash or payment made by generally accepted bank means (bank transfer and card). |
| ✓ | Conditile de calitate pe care trebuie sa le indeplineasca serviciile postale pe care CARGUS le furnizeaza: | ✓ | The quality conditions that the postal services that the CARGUS provides must meet: |

Timpii de livrare:

Delivery times:

- In cazul serviciilor postale având ca obiect trimiteri poștale interne, timpii de livrare nu vor depasi 3 (trei) zile lucratoare de la colectare.
- In cazul in care Furnizorul depaseste timpii de livrare exclusiv in cazul serviciilor poștale livrare specială sau care au asociata caracteristica suplimentara apartinând serviciului poștal livrare specială, Furnizorul va restitui diferenta dintre tariful aplicat si tariful aferent serviciului Standard, precum si un procent suplimentar de 0,5% din tariful aplicat pentru fiecare 12 ore de intarziere.
- In cazul celorlalte servicii oferite si prestate, Cargus nu raspunde pentru intarziere.
- Furnizorul ofera si presteaza servicii postale avand ca obiect trimiteri postale internationale, atat in UE/SEE, cat si in afara UEE/SEE.
- In cazul trimiterilor postale internationale colectate de pe teritoriul României si care urmeaza a fi livrate unui destinatar aflat in unul dintre statele din Uniunea Europeana sau Spatiul Economic European (UE/SEE) sau din afara UE/SEE, precum si a celor din sens invers, timpii de livrare nu vor depasi 10 (zece) zile lucratoare de la colectare.
- Termenul in care expeditorul poate solicita dovada privind depunerea sau livrarea trimiterii postale care face obiectul serviciului de trimitere cu valoare declarata, precum si cel in care poate solicita dovada privind depunerea sau livrarea la destinatar a trimiterii postale care face obiectul serviciului de trimitere recomandata este de 9 (noua) luni de la data colectarii respectivei trimiteri.
- Dovada solicitata, in cazul serviciului de trimitere cu valoare declarata, precum si in cazul serviciului de trimitere recomandata - va fi comunicata expeditorului in termen de 30 (treizeci) de zile calendaristice de la solicitare, printr-o metodă agreată cu expeditorul sau integratorul (de exemplu, fax, e-mail etc), fără a implica costuri suplimentare în sarcina expeditorului.
- In the case of postal services having as object internal postal consignments, the delivery times will not exceed 3 (three) working days from the collection.
- If the Provider exceeds the delivery times for the special delivery postal services or which have associated the supplementary characteristic of the special delivery postal service, the Supplier will refund the difference between the tariff applied and the tariff for the Standard service, as well as an additional 0.5% of the tariff applied for every 12 hours of delay.
- In case of the other services offered and rendered, Cargus is not responsible for the delay.
- The Provider offers and provides postal services having as object international postal items, both in the EU / EEA and outside the EU / EEA.
- In the case of international postal items collected from Romania and to be delivered to a recipient located in one of the states of the European Union or the European Economic Area (EU / EEA) or outside the EU / EEA, as well as those in the opposite direction, delivery times will not exceed 10 (ten) working days from collection.
- The term in which the Consignor can request the proof regarding the deposit and delivery of the postal item that is the object of the sending service with declared value, as well as the one in which he can request the proof regarding the deposit or delivery to the consignee of the postal item is 9 (nine) months from the date of collection of the respective item.
- The requested proof, in the case of the sending service with declared value, as well as in the case of the recommended sending service - will be communicated to the sender within 30 (thirty) calendar days from such request through a method agreed with the sender of the integrator (for example, fax, e-mail etc.), without any supplementary costs to the sender's burden.

- In cazul serviciului *Contra ramburs* avand ca obiect trimiteri postale interne, termenul de returnare a contravalorii trimiterilor postale catre expeditor (sumele colectate de la destinatar) este de maxim 5 (cinci) zile lucratoare de la livrare. - In the case of Cash on Delivery service having as object internal postal consignments, the term for returning the value of postal items to the Consignor (amounts collected from the consignee) is a maximum of 5 (five) working days from delivery.
- In cazul serviciului *Confirmare de primire* avand ca obiect trimiteri postale interne, termenul de returnare catre expeditor a dovezii privind predarea trimiterii postale, confirmata in scris de catre destinatar, este de maxim 5 (cinci) zile lucratoare de la livrare. In cazul in care Furnizorul omite sa returneze confirmarea de primire, trimiterea postala este considerata ca fiind pierduta, sens in care Furnizorul va acorda despagubire conform prevederilor legale aplicabile, și de asemenea dispozițiile art. 42 (7) al OUG nr. 13/2013 ramanand aplicabile. - In the case of the Confirmation of receipt service having as object internal postal consignments, the term for returning to the Consignor the proof regarding the delivery of the postal item, confirmed in writing by the consignee, is of maximum 5 (five) working days from delivery. If the Provider omits to return the acknowledgment of receipt, the postal consignment is considered lost, meaning that the Provider will grant compensation according to the applicable legal provisions, as well as the provisions of article 42 (7) of EGO no. 42 (7) remaining applicable.
- Furnizorul ofera si presteaza servicii postale *Contra ramburs* si confirmare de primire avand ca obiect doar trimiteri postale interne. - The provider offers and provides postal services for Cash on delivery and Confirmation of receipt having as object only internal postal items.
- Termenul de pastrare in vederea predarii catre destinatar a trimiterilor postale (exceptandu-le pe cele ce fac obiectul serviciului livrare speciala) care nu au putut fi predate acestuia, este de 5 (cinci) zile calendaristice de la data avizarii destinatarului. - The retention period for the delivery to the consignee of postal consignments (except those that are the subject of special delivery) that could not be delivered to him, is 5 (five) calendar days from the date of the storage notice of the consignee.
- Furnizorul se obliga sa returneze trimiterile postale care nu au putut fi livrate destinatarilor, din una dintre cauzele prevazute de lege, la adresa indicata de expeditor sau la punctul de contact, in functie de solicitarea acestuia, pe cheltuiala expeditorului, conform tarifelor indicate in oferta comerciala. - The Provider undertakes to return the postal consignment that could not be delivered to the consignees, for one of the reasons provided by law, to the address indicated by the Consignor or to the contact point, depending on his request, at the expense of the Consignor, according to the tariffs indicated in the commercial offer.
- Termenul de returnare este de maxim 2 (doua) zile lucratoare, in cazul trimiterilor postale interne, respectiv de 6 (sase) zile lucratoare, in cazul - The return term is of maximum 2 (two) working days, in case of domestic postal consignments, respectively of 6 (six) working days, in case of

trimiterilor postale internationale, termen care se calculeaza, dupa caz, de la data expirarii perioadei de pastrare avizate sau de la data incercarii de livrare.

- Termenul de pastrare a trimiterilor postale care nu au putut fi predate destinatarului si nici returnate expeditorului este de 9 (noua) luni de zile calendaristice calculate de la data depunerii trimiterii postale.
- Solutionarea reclamatilor primite de la Beneficiari/Utilizatori (Expeditori/Destinatari) in legatura cu serviciile prestate de Furnizor se face conform *"Mecanismului de solutionare al reclamatilor"*.

international postal consignments, term that is calculated, as the case may be, from the expiration date of the notified storage perio or from the date of the delivery attempt.

- The term for keeping the postal consignments that could not be handed over to the consignee, neither returned to the sender is 9 (nine) calendar months calculated from the date of submission of the postal consignment.
- The settlement of complaints received from Beneficiaries / Users (Consignors / consignees) in connection with the services provided by the Provider is done according to the *"Complaints Resolution Mechanism"*.

Mecanismul de solutionare al reclamatilor:

Sistemul adecvat de compensare/rambursare al prejudiciului in cazul reclamatilor formulate de catre petentii Beneficiari (expeditori sau destinatari) cu privire la serviciile postale având ca obiect trimiteri postale interne si/sau internationale oferite sau prestate de CARGUS are la baza urmatoarele etape:

- ✓ Reclamatia poate fi introdusa atat de expeditor, cat si de catre destinatar.
- ✓ Reclamatia poate fi adresata in termen de 6 (sase) luni de zile (calendaristice), calculat de la data depunerii trimiterii postale, prin modalitatile de comunicare de mai jos:
 - scris, fie prin email (la adresa sesizari@cargus.ro), prin orice serviciu postal sau prin depunerea reclamatiei la sediul social al Furnizorului sau la orice puncte de acces/contact fixe deservite de personal;
 - sau verbal, fie la sediul social al Furnizorului sau la orice punct de acces/contact fix deservit de personal sau telefonic prin intermediul

Complaints resolution mechanism:

The adequate system of compensation/ reimbursement of the damage in case of complaints submitted by the Beneficiaries petitioners (consignors or consignees) regarding the postal services having as object internal and/or international postal consignments offered or provided by CARGUS is based on the following stages:

- ✓ The complaint can be submitted both by the consignor and by the consignee.
- ✓ The complaint can be addressed, within 6 (six) calendar months, calculated from the date of submission of the postal consignment, through the communication methods below:
 - in writing, either by email (to the address sesizari@cargus.ro), by any postal service or by submitting the complaint to the registered office of the Supplier or to any fixed access / contact points served by staff;
 - or verbally, either with the registered office of the Supplier or at any fixed access / contact point served by staff or by telephone through

Departamentului Relatii Clienti al CARGUS, la telefon +40219330000.

the Customer Relations Department of CARGUS, at +40219330000.

- Reclamatia trebuie documentata prin punerea la dispozitie de catre petent a tuturor datelor privind evenimentul care face obiectul reclamatiei si atasarea exclusiv a dovezilor corespunzatoare evenimentului reclamat, a datelor de contact (inclusiv a unei adrese de e-mail, în măsura în care introducerea/transmiterea reclamației se realizează prin intermediul poștei electronice sau a unui serviciu poștal), precum și a detaliilor bancare pentru cazul in care, în cazul reclamației soluționate favorabil, pententul solicita plata despagubirii în cont bancar.
- Astfel, in functie de evenimentul care face obiectul reclamatiei, sunt acceptate de catre CARGUS copii ale documentelor relevante aferente evenimentul reclamat, ca de exemplu: copie a facturii ori chitantei care atesta plata serviciului, copia a Procesului-Verbal de constatare a avariei pentru acele situatii in care constatarea/consemnarea distrugerii/deteriorarii trimiterii postale a fost facuta de catre destinatar/expeditor, dupa caz, la momentul primirii trimiterii poștale de la furnizor, bunul distrus/deteriorat care face obiectul trimiterii postale, ambalajului (original) al trimiterii postale, etc.
- Furnizorul CARGUS, prin intermediul Departamentului Relatii Clienti, confirma primirea reclamatiei prin alocarea pentru fiecare reclamatie receptionata/primita a unui numar unic de inregistrare si, respectiv, prin comunicarea acestuia petentului, in functie de modalitatea de transmitere catre CARGUS, astfel:
 - personal – prin inmanarea acestuia, la depunere, in cazul reclamatiilor depuse/adresate personal, inclusiv verbal, la sediul social sau la punctele de acces/contact fixe deservite de personal ale Furnizorului,
- The complaint must be documented, the petitioner providing all data on the event that is the subject of the complaint and attaching exclusively the evidence corresponding to the claimed event, of contact details (inclusively of an e-mail address, to the extent to which the filing/the transmission of the complaint is made via e-mail of a postal service), as well as the bank details in case if, for a complaint solved favorably, the petitioner requests payment of compensation in a bank account.
- Thus, depending on the event that is the object of the complaint, CARGUS accepts copies of the relevant documents related to the claimed event, such as: copy of the invoice or receipt attesting the payment of the service, copy of the Minutes of finding the damage for those situations in which the finding / recording of the destruction / damage of the postal item was made by the consignee / consignor, as the case may be, at the moment of receiving the postal consignment from the supplier, the destroyed / damaged good which is the subject of the postal consignment, the (original) packaging of the postal item, etc.
- The CARGUS Provider, through the Customer Relations Department, confirms the receipt of the complaint by allocating for each complaint received / registered a unique registration number and, respectively, by communicating it to the petitioner, depending on the method of transmission to CARGUS, as follows:
 - personally - by handing it, upon submission, in case of complaints submitted / addressed personally, including verbally, at the registered office or at the fixed access / contact points served by personnel of the Provider,

- telefonic, pe loc, in momentul receptionarii (inregistrarii) reclamatiei, atunci cand aceasta a fost facuta telefonic,
- in scris, pe email, in maxim 1 (una) zi lucratoare de la data introducerii (trimiterii) reclamației prin e-mail, daca reclamația a fost primita prin email
- in scris, pe suport de hartie, care va fi trimis prin email, in functie de solictarea petentului in maxim 1 (una) zi lucratoare de la data introducerii (trimiterii) reclamației, daca reclamația a fost primita in scris, pe suport de hartie, prin intermediul unui serviciu postal.
- In conformitate cu prevederile legale, termenul de solutionare al reclamatii este de maxim 3 (trei) luni de zile calendaristice, calculate de la data introducerii reclamației.
- Daca reclamația utilizatorului (persoana fizica sau juridica) se dovedeste a fi intemeiata, acestuia ii va fi solicitata factura de despagubire sau informatiile bancare necesare pentru acordarea despagubirii (exclusiv în situația în care n-au fost furnizate la momentul introducerii reclamației), daca acesta solicita plata despagubirii prin virament bancar. Daca utilizatorul solicita plata in numerar, plata se va face la punctul de acces/contact fix deservit de personal ales de utilizator. In toate cazurile, in cazul reclamatii intemeiate, Cargus va acorda despagubirea fara a fi necesara in aceste sens vreo solicitare expresa din partea utilizatorului.
- Dupa primirea facturii de despagubire/ a informatiilor bancare solicitate, Furnizorul va acorda despagubirea in maxim 30 (treizeci) de zile calendaristice de la data finalizarii favorabile a analizei reclamației, fara a depasi, insa, termenul de 3 (trei) luni calendaristice mentionat mai sus, prin virarea in contul bancar al acestuia a contravalorii in lei a despagubirii sau prin plata in numerar a acesteia, la casieria Cargus aflată la unul din punctele de contact fixe deservite de personal ale Cargus, dupa optiunea petentului.
- by telephone, on the spot, at the moment of receiving (registering) the complaint, when it was made by phone,
- in writing, by email, within a maximum of 1 (one) working day from the filing (sending) of the complaint via e-mail, if the complaint was received by email,
- in writing, on paper, which will be sent by email, depending on the request of the petitioner within a maximum of 1 (one) working day from the filing (sending) of the complaint, if the complaint was received in writing, on paper, through a postal service
- In accordance with the legal provisions, the term for solving the complaints is of maximum 3 (three) calendar months, calculated from the date of filing the complaint.
- If the User's complaint (natural or legal person) proves to be substantiated, he will be asked for the compensation invoice or the bank information necessary for granting the compensation (exclusively in the case when the same have not been provided at the moment of the filing of the complaint), if he requests the payment of the compensation by bank transfer. If the User requests payment in cash, the payment will be made at the fixed access / contact point served by personnel chosen by it/him. In all cases, in case of substantiated complaints, Cargus shall grant the compensation without any express request of the user to this respect.
- After receiving the compensation invoice / the requested bank information, The Provider will grant compensation in maximum 30 (thirty) calendar days from the date of favorable completion of the analysis of the complaint, without exceeding, however, the term of 3 (three) calendar months mentioned above, by transferring to its bank account the equivalent value in lei of compensation or by paying it in cash, at the Cargus Cashier located at one of the fixed served by personnel contact points of Cargus, depending on the request of the petitioner.

- In cazul reclamatilor intemeiate, Furnizorul va acorda despagubirile in termenul si conditiile de mai sus, de drept, fara a fi necesara in acest sens vreo solicitare expresa din partea utilizatorului.
- In toate cazurile, termenul pentru inaintarea plangerii prelabile sau pentru introducerea cererii de chemare in judecata este de 1 (un) an. Termenul mentionat este termen de prescriptie si curge de la data depunerii trimiterii postale
- In case of substantiated claims, the Provider will grant compensation in the above terms and conditions, by law, without the need for any express request from the user.
- In all cases, the term for submitting the preliminary complaint or for filing the request for summons is 1 (one) year. The mentioned term is a prescription term and runs from the date of submitting the postal consignment.

Limita de raspundere a Furnizorului

Raspunderea Furnizorului pentru orice furt, pierdere, distrugere totala sau partiala, deteriorare totala sau partiala a trimiterilor postale interne, precum si pentru nerespectarea conditiilor de calitate a serviciilor, produsa in timpul efectuarii serviciului postal, este dupa cum urmeaza:

a) in caz de furt, pierdere sau distrugere totala:

1. cu intreaga valoare declarata, pentru o trimitere postala care face obiectul unui serviciu de trimitere cu valoare declarata, inclusiv daca respectiva trimitere postala face sau nu face obiectul unui serviciu contra ramburs;
2. cu valoarea rambursului, pentru o trimitere postala care face obiectul unui serviciu contra ramburs fara valoare declarata;
3. cu suma reprezentand de 5 ori tariful serviciului, pentru trimiterile postale care nu fac obiectul unui serviciu de trimitere cu valoare declarata sau a unui serviciu contra ramburs.

b) in caz de pierdere ori distrugere partiala sau deteriorare:

1. cu valoarea declarata pentru partea lipsa, distrusa sau deteriorata ori cu cota parte corespunzatoare greutatii lipsa din valoarea declarata, pentru trimiterile postale care fac obiectul unui serviciu de trimitere cu valoare declarata;

Provider's limit of liability

The Provider's liability for any theft, loss, total or partial destruction, total or partial damage of internal postal items, as well as for non-compliance with the quality conditions of the services, produced during the performance of the postal service, is as follows:

a) in case of theft, loss or total destruction:

1. with the full declared value, for a postal consignment which is the subject of a delivery service with a declared value, including whether or not that postal consignment is the subject of a cash on delivery service;
2. with the value of the refund, for a postal consignment that is the subject of a cash on delivery service without declared value;
3. with the amount representing 5 times the service tariff, for postal consignments that are not the subject of a delivery service with declared value or of a cash on delivery service.

b) in case of loss or partial destruction or damage:

1. with the declared value for the missing, destroyed or damaged part or with the share corresponding to the missing weight of the declared value, for the postal items that are the object of a sending service with declared value;

2. cu suma reprezentand de 5 ori tariful serviciului, in caz de pierdere partiala, distrugere partiala sau deteriorare a trimerilor postale care nu fac obiectul unui serviciu de trimitere cu valoare declarata.
2. with the amount representing 5 times the service tariff, in case of partial loss, partial destruction or damage of the postal items that are not the object of a sending service with declared value.
- c) in cazul unei trimiteri care face obiectul unui serviciu contra ramburs, Furnizorul raspunde cu intreaga valoare a rambursului pentru situatia in care nu a restituit expeditorului intreaga valoare a acestuia sau cu diferenta corespunzatoare pana la valoarea integrala a acestuia, in cazul in care rambursul a fost incasat partial de la destinatar.
- c) in case of a shipment that is the object of a cash on delivery service, the Provider is liable with the full value of the refund for the situation in which he did not return to the Consignor its full value or with the corresponding difference up to its full value, if the refund was partially collected from the recipient.
- In caz de furt, pierdere sau distrugere totala a trimiterii postale, in afara despagubirilor prevazute mai sus, Furnizorul restituie Beneficiarului si tarifele incasate pentru prestarea serviciului postal reclamat (al carui obiect il face trimiterea postala in privinta careia a fost facuta reclamatia).
 - In case of theft, loss or total destruction of the postal consignment, apart from the compensations provided above, the Provider refunds to the Beneficiary also the fees collected for providing the claimed postal service (whose object is the postal consignment in respect of which the complaint was made).
 - La sumele prevazute la lit.a) si lit.b) de mai sus se adauga dobanda legala penalizatoare care curge din momentul introducerii reclamatiei prealabile sau, dupa caz, al introducerii cererii de chemare in judecata, indiferent care dintre aceste momente intervine primul.
 - To the amounts provided in letters a) and letters b) above is added the penalizing legal interest that flows from the moment of introducing the preliminary complaint or, as the case may be, of introducing the request for summons, regardless of which of these moments intervenes first.
 - Pierderea completa a continutului este echivalenta cu pierderea trimiterii postale.
 - The complete loss of content is equivalent to the loss of the postal consignment.
 - In situatia in care expeditorul a declarat o valoare mai mica a trimiterii postale decat cea reala, despagubirea este la nivelul valorii declarate.
 - In case the Consignor has declared a lower value of the postal consignment than the real one, the compensation is at the level of the declared value.
 - In cazul neefectuarii prestatiilor care constituie caracteristici suplimentare ale serviciilor postale, nominalizate de expeditor prin indicatii speciale, se restituie numai tarifele incasate suplimentar fata de tariful aplicabil pentru serviciul postal standard.
 - In case of non-performance of the services that constitute additional characteristics of the postal services, nominated by the Consignor through special indications, only the tariffs collected in addition to the applicable tariff for the standard postal service are refunded.
 - In cazul pierderii dovezii privind predarea trimiterii postale inregistrate, confirmata in scris de catre destinatar, Furnizorul are obligatia intocmirii si punerii la dispozitia expeditorului a unui duplicat al dovezii de predare.
 - In case of loss of proof regarding the delivery of the registered postal consignment, confirmed in writing by the consignee, the Provider has the obligation to prepare and make available to the Consignor a duplicate of the proof of delivery.

- Furnizorul nu raspunde pentru daune (pagubele) indirecte si beneficiile nerealizate, care nu se despagubesc.
- The Provider is not liable for indirect damages (prejudice) and unaccomplished benefits, which are not compensated.

Furnizorul de servicii postale este exonerat de raspundere in urmatoarele situatii:

The postal service provider is exempted from liability in the following situations:

a) paguba s-a produs ca urmare a faptei expeditorului sau destinatarului;

a) the damage occurred as a result of the action of the consignor or the consignee;

b) trimiterea a fost primita fara obiectii de catre destinatar, cu exceptia reclamatiilor referitoare la pierderea, furtul, deteriorarea sau distrugerea totala ori partiala a continutului trimiterii postale;

b) the consignment was received without objections by the consignee, except for complaints regarding the loss, theft, damage or total or partial destruction of the content of the postal consignment;

c) paguba s-a produs ca urmare a unui caz de forta majora sau a cazului fortuit; in acest caz expeditorul are dreptul la restituirea tarifelor achitate, cu exceptia tarifului de asigurare.

c) the damage occurred as a result of a case of force majeure or fortuitous event; in this case the consignor is entitled to a refund of the paid tariffs, except for the insurance tariff.

Furnizorul raspunde pentru trimiterile postale internationale in conformitate cu prevederile legale interne.

The Provider is responsible for international postal items in accordance with domestic legal provisions.

In cazul in care livrarea trimiterilor postale colectate de CARGUS este realizata de un alt furnizor, raspunderea fata de orice Beneficiar este intotdeauna a societatii CARGUS.

If the delivery of postal items collected by CARGUS is made by another provider, the liability towards any Beneficiary is always of the CARGUS company.

Prin hotararea luata de Conducerea CARGUS, Furnizorul poate incheia contracte de prestari-servicii cu subcontractori sau alti furnizori de servicii postale autorizati, intinderea drepturilor si obligatiilor partilor regasindu-se in forma scrisa a contractului dintre parti, fără însă a aduce atingere prevederilor legale din domeniul serviciilor postale.

By the decision taken by the CARGUS Management, the Provider may conclude service contracts with subcontractors or other authorized postal service providers, the extent of the rights and obligations of the parties being found in the written form of the contract between the parties, without prejudice of the legal provisions in the field of postal services.

FURNIZOR/PROVIDER
CARGUS SRL

Prin Doamna/by Mrs. Belgin Bactali
Administrator/Director

Si prin Domnul/and by Mr. Adrian Pali
Administrator/Director
